

TENANT RIGHTS AND RESPONSIBILITIES IN EVICTION CASES AS OF JULY 1, 2021

This document explains your rights and responsibilities under **state law** if you are being evicted any time after October 5, 2020.



Note: The federal Centers for Disease Control and Prevention has extended their [*Temporary Halt in Evictions to Prevent the Further Spread of COVID-19*](#) through **July 31, 2021**.

Consult an attorney, legal aid office or court self-help center for additional information about your rights and responsibilities under current law.

SUMMARY OF RECENT LEGAL CHANGES

- If you have **COVID-19 rental debt**, state law protects you from being evicted because of failure to pay that money through **September 30, 2021**, if you provide a declaration to your landlord that you cannot pay because of COVID-19 **within 15 days of receiving a notice to quit**.
- **COVID-19 rental debt** means unpaid rent or any other money you owe under the rental agreement, such as parking fees, that came due between **March 1, 2020 and September 30, 2021**.
- If you have COVID-19 rental debt that came due between **September 1, 2020 and September 30, 2021**, in addition to providing the declaration within 15 days of receiving the notice to quit, you must pay 25% of the total amount you owe **by September 30, 2021** to avoid eviction. If you do so, you can never be evicted for failing to pay that debt. If you do not, your landlord may start a court action to evict you beginning on **October 1, 2021**.
- You will still owe unpaid COVID-19 rental debt to your landlord. Your landlord may sue you for the money you owe on or after **November 1, 2021**.
- **You may still be evicted for a different reason, such as nuisance, committing a crime on the property, or if the owner has a justified reason for taking back the property.**
- You may qualify for rental assistance. California has created an **emergency rental assistance program** to assist renters who, because of the COVID-19 pandemic, have been unable to pay their rent and utility bills on or after April 1, 2020. While not everyone will qualify for this assistance, you can apply for it regardless of your citizenship or immigration status. There is no charge to apply for or receive this assistance. Additional information about the program can be found by visiting <http://housingiskey.com> or by calling 1-833-422-4255.

Rights and responsibilities at two stages of eviction

Stage 1: Notice to Quit

At this stage, your landlord has served you a notice saying that you have to leave the property. The notice may also give you the option to “pay rent” or “perform covenants” or “provide a declaration.”

Stage 2: Court

At this stage, your landlord has filed a Complaint for Unlawful Detainer, which begins the court process.

Read about your rights and responsibilities at each stage below.

Stage 1: Notice to Quit

The first step in any eviction case is when the landlord serves a notice to quit (leave) on the tenants. The State of California requires special notices to be served if you owe COVID-19 rental debt. In some cases, the notice will tell you what you have to do to stay, such as pay rent that you owe.



NOTICE BASED ON RENT DUE MARCH 1, 2020 - AUGUST 31, 2020. If you failed to pay rent or other obligations between March 1, 2020 and August 31, 2020, you may be served with a 15-day notice to pay rent or other money required under the rental agreement, quit (leave the home), or provide a declaration of COVID-19-related financial distress.

What should be on this notice?

- The notice to quit should include a “Notice from the State of California” about your rights and responsibilities and an unsigned declaration of COVID-19-related financial distress.
- The notice should include the amounts of unpaid COVID-19 rental debt and the dates on which each amount came due. You may receive a separate 15-day notice and blank declaration for each month that you have unpaid rent.
- You should also receive a general notice including a statement that you may qualify for rental assistance and providing a website and phone number where you can get more information.

What can you do if you receive this notice?

- If you did not pay rent between March 1, 2020 and August 31, 2020 because you were experiencing COVID-19-related financial distress, you can deliver to your landlord a **signed declaration of COVID-19-related financial distress**.
- To be protected, you must deliver the declaration before the expiration of the notice, which is 15 days after it was served on you (not counting Saturdays, Sundays, or judicial holidays).
- If you receive a 15-day notice and blank declaration each month, you must deliver a new declaration each time you get a 15-day notice if you remain unable to pay.
- Delivering the declaration means that you either give it to the landlord in person (if the notice provides an address for personal delivery), by email (if the notice provides an email where it can be delivered), by mail, or any way that you usually pay the rent.

If you deliver a declaration of COVID-19-related financial distress to the landlord before the 15-day notice expires, the rent that you owe becomes a debt and you cannot be evicted because you did not pay it. The landlord can sue you to collect the debt.

Where can I find a declaration?	https://landlordtenant.dre.ca.gov/pdf/forms/tenant/1179.02(d).pdf
--	---

NOTE: California has created an **emergency rental assistance program** to assist renters who, because of the COVID-19 pandemic, have been unable to pay their rent and utility bills on or after April 1, 2020. **You should apply for rental assistance for this debt, even if you have already left the property.** While not everyone will qualify for this assistance, you can apply for it regardless of your citizenship or immigration status. There is no charge to apply for or receive this assistance. Additional information about the program can be found by visiting <http://housingiskey.com> or by calling 1-833-422-4255.



NOTICE BASED ON RENT DUE SEPTEMBER 1, 2020 - SEPTEMBER 30, 2021. If you failed to pay rent or other obligations between September 1, 2020 and September 30, 2021, you may be served with a 15-day notice to pay rent or other money required under the rental agreement, quit (leave the home), or provide a declaration of COVID-19-related financial distress.

What should be on this notice?

- The notice to quit should include a “Notice from the State of California” about your rights and responsibilities and an unsigned declaration of COVID-19-related financial distress.
- The notice should include the amounts of unpaid COVID-19 rental debt and the dates on which each amount came due. You may receive a separate 15-day notice and blank declaration for each month that you have unpaid rent.
- If you receive the notice after February 1, 2021, the notice should include a statement that you may qualify for rental assistance and provide a website and phone number where you can get more information.

What can you do if you receive this notice?

- If you do not pay rent between September 1, 2020 and September 30, 2021 because you are experiencing COVID-19-related financial distress, you can deliver to your landlord a **signed declaration of COVID-19-related financial distress**.
- To be protected, you must deliver the declaration before the expiration of the notice, which is 15 days after it was served on you (not counting Saturdays, Sundays, or judicial holidays).
- If you receive a 15-day notice and blank declaration each month, you must deliver a new declaration each time you get a 15-day notice if you remain unable to pay.
- Delivering the declaration means giving it to the landlord in person (if the notice provides an address for personal delivery), by email (if the notice provides an email where it can be delivered), by mail, or any way that you usually pay the rent.

If you deliver a declaration of COVID-19-related financial distress to your landlord before the 15-day notice expires **AND you pay 25% of the total amount you owe by September 30, 2021**, you cannot be evicted because of failure to pay the rest. The rest becomes a debt that the landlord can sue you to collect.

Where can I find a declaration? [https://landlordtenant.dre.ca.gov/pdf/forms/tenant/1179.02\(d\).pdf](https://landlordtenant.dre.ca.gov/pdf/forms/tenant/1179.02(d).pdf)

NOTE: California has created an **emergency rental assistance program** to assist renters who, because of the COVID-19 pandemic, have been unable to pay their rent and utility bills on or after April 1, 2020. **You should apply for rental assistance for this debt, even if you have already left the property.** While not everyone will qualify for this assistance, you can apply for it regardless of your citizenship or immigration status. There is no charge to apply for or receive this assistance. Additional information about the program can be found by visiting <http://housingiskey.com> or by calling 1-833-422-4255.



BEFORE OCTOBER 1, 2021: If you are served with a notice to quit for another reason, not related to **nonpayment of rent or other financial obligations under the rental agreement**:

Consult an attorney, legal aid office or court self-help center for additional information about your rights and responsibilities under current law.

Looking for legal help?

[Lawyers and Legal Help](#)

[LawHelp California](#)

[Tenant and Landlord Resources](#)



BEGINNING OCTOBER 1, 2021: On October 1, 2021, many of the protections for tenants will end, and you may be served with a notice to quit (leave) the property for any of the following reasons:

- You have **COVID-19 rental debt** that came due between September 1, 2020 and September 30, 2021, and by **September 30, 2021**, you have not paid 25% of the unpaid amount of COVID-19 rental debt that came due between September 1, 2020 and September 30, 2021.
- You have unpaid rental debt that comes due on or after **October 1, 2021**.
- Your landlord has **just cause** to evict you. This is required only if your tenancy is protected under the Tenant Protection Act according to [Code Civil Procedure section 1946.2](#) or by a local eviction control ordinance.
- Your landlord has another reason that is not discriminatory or otherwise illegal.



NOTICE BASED ON RENT DUE OCTOBER 1, 2021 – MARCH 31, 2022. If you have unpaid rental debt that came due between October 1, 2021 and March 31, 2022, you may be served with a **special notice to pay rent or quit (leave the home) based on [Code of Civil Procedure section 1179.10](#)**.

What should be on this notice?

- This notice should give you **at least 3 days** to pay the unpaid rent or leave the property.
- The notice should include a “Notice from the State of California” about the need to apply immediately for rental assistance and provide a website and phone number where you can get more information.
- The notice should state the amounts of unpaid rent and the dates on which each amount came due.

What can you do if you receive this notice?

- If you cannot pay the amount the landlord is demanding in the notice, you should immediately apply for rental assistance.

NOTE: California has created an **emergency rental assistance program** to assist renters who, because of the COVID-19 pandemic, have been unable to pay their rent and utility bills on or after April 1, 2020. **You should apply for rental assistance for this debt, even if you have already left the property.** While not everyone will qualify for this assistance, you can apply for it regardless of your citizenship or immigration status. There is no charge to apply for or receive this assistance. Additional information about the program can be found by visiting <http://housingiskey.com> or by calling 1-833-422-4255.

Stage 2: Court

At this stage, your landlord has filed a Complaint for Unlawful Detainer, which begins the court process. **Your rights and responsibilities depend on whether you owe COVID-19 rental debt, whether you are being evicted because you owe COVID-19 rental debt, whether or not you provided a declaration to your landlord within the time required, and whether the landlord has some other just cause for evicting you.**



If you are served with a Complaint for Unlawful Detainer saying that you failed to pay **COVID-19 rental debt** between March 1, 2020 and September 30, 2021 **and you did not give your landlord a declaration of COVID-19-related financial distress within the time required:**

- You may file a declaration of COVID-19-related financial distress with the court within **five days** of being served with the Complaint if you had good reason for not providing it earlier. You may use form [UD-104 Cover Sheet for Declaration of COVID-19-Related Financial Distress](#) to file the declaration you received from your landlord. If you do not have that, you may use form [UD-104\(A\) Attachment—Declaration of COVID-19-Related Financial Distress](#) as your declaration to file with the court. (You may want to file an *Answer* on form UD-105 at the same time to protect your rights.)
- If you sign a declaration in another language, you must file **BOTH** the signed declaration and an English translation of the declaration to the court. You may use a translation available here: <https://landlordtenant.dre.ca.gov/tenant/forms.html>, or you may obtain your own translation, signed by a translator.
- If you file a declaration of COVID-19-related financial distress within five days of being served with the Complaint, the court will schedule a hearing to determine whether your failure to deliver the declaration to the landlord within 15 days of the notice was the result of mistake, inadvertence, surprise, or excusable neglect.
- After the hearing, if the court finds that failure to deliver the declaration was due to mistake, inadvertence, surprise or excusable neglect, the court will dismiss the case. (If the hearing is after September 30, the case can go forward if you do not pay 25% of any rent still due from between September 1, 2020 and September 30, 2022.) If not, the case will proceed and, if you filed an Answer, a trial will be set. If you did not file an Answer, the court may issue a judgment against you.
- **Note:** filing a declaration of COVID-19-related financial distress with the court is not a substitute for filing an Answer to the Complaint for Unlawful Detainer. You have **five days** to file an Answer from the date you are served with a Complaint for Unlawful Detainer.



If you are served with a Complaint for Unlawful Detainer saying that you failed to pay **COVID-19 rental debt** between March 1, 2020 and September 30, 2021 **and you did deliver to your landlord a declaration of COVID-19-related financial distress within the time required:**

- You may file an Answer with the court with information about the declaration that you provided to your landlord.
- You may use form [UD-105 Answer-Unlawful Detainer](#) to respond to the Complaint and provide **defenses and objections** to the eviction.
- There are new questions on form UD-105 Answer-Unlawful Detainer that you can use to tell the court what happened in your case, including whether or not you received the correct notice from your landlord, whether you provided a declaration of COVID-19-related financial distress within 15 days of receiving a notice and any other information that will help the court decide whether or not you should be evicted.
- **Remember**, you have **five days** to file an Answer from the date you are served with a Complaint for Unlawful Detainer.

What are **defenses and objections** to an eviction? A defense or an objection to an eviction is an argument that you can make on the [UD-105 Answer-Unlawful Detainer](#) to explain to the court why you should not be evicted even if the statements made in the complaint are correct, or why, even if evicted, you should not have to pay the full amount of money that the complaint demands.



BEGINNING OCTOBER 1, 2021: If your landlord wants to evict you for any reason that includes failing to pay rental debt between **March 1, 2020 and March 31, 2022**, before they can get the court to issue a summons and serve you with the complaint, they must present documentation to the court showing that they:

- applied for rental assistance and the application was denied; or
- declare under penalty of perjury that they applied for rental assistance and after 20 days did not receive a response from the emergency rental assistance program or any communications from you, the tenants.

Note: These rules only apply if the rental agreement started before October 1, 2021.

NOTE: California has created an **emergency rental assistance program** to assist renters who, because of the COVID-19 pandemic, have been unable to pay their rent and utility bills on or after April 1, 2020. **You should apply for rental assistance for this debt, even if you have already left the property.** While not everyone will qualify for this assistance, you can apply for it regardless of your citizenship or immigration status. There is no charge to apply for or receive this assistance. Additional information about the program can be found by visiting <http://housingiskey.com> or by calling 1-833-422-4255.



If you are served with a Complaint for Unlawful Detainer that **does not say that you failed to pay COVID-19 rental debt**:

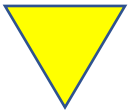
Consult an attorney, legal aid office or court self-help center for additional information about your rights and responsibilities under federal, state and local laws.

Looking for legal help?

[Lawyers and Legal Help](#)

[LawHelp California](#)

[Tenant and Landlord Resources](#)



Note: Between October 5, 2020 and September 30, 2021, **your landlord may file a complaint for unlawful detainer and try to evict you** for the following reasons:

- You were served with a notice to quit that expired on or before February 29, 2020.
- You failed to pay rent between March 1, 2020 and September 30, 2021 and:
 - You received a 15-day notice that included a Notice from the State of California and an unsigned declaration; **AND**
 - You failed to deliver a signed declaration to the landlord before the 15 days expired; **AND**
 - You failed to file a signed declaration of COVID-19-related financial distress with the court within five days of being served with the Complaint; **OR**
 - You filed a signed declaration of COVID-19-related financial distress within five days of being served with the Complaint; however, after a noticed hearing, **the court did not find** that your failure to deliver the declaration to the landlord within 15 days was due to mistake, inadvertence, surprise or excusable neglect.
- You are found guilty of unlawful detainer based on an “at-fault” just cause reason, including breaking a term of the lease, nuisance, or criminal activity.
- You are found guilty of unlawful detainer based on a “no-fault” just cause reason, including if the landlord needs to terminate the lease based on a local public health and safety laws.



Retaliation is prohibited

If you owe COVID-19 rental debt and you believe your landlord is trying to **retaliate** for that by evicting you for something other than your failure to pay COVID-19 rental debt, the court may find that the landlord was acting **in retaliation** because you owe COVID-19 rental debt.

- If you believe your landlord is evicting you in retaliation for owing COVID-19 rental debt by evicting you for another reason, you may raise retaliation as a **defense or objection** in your [UD-105 Answer-Unlawful Detainer](#).
- If the notice and complaint you received from the landlord states a reason other than the nonpayment of COVID-19 rental debt, you may argue that this is not the true reason for the eviction. If you make this argument, the landlord must bring evidence to trial to show that the notice and complaint were made in good faith for the reasons stated.

If you believe the landlord is retaliating against you, you may also file a separate claim against the landlord for retaliation and ask for damages, including punitive damages of up to \$2000 for each act of retaliation, if the landlord is guilty of fraud, oppression, or malice. **Note:** You cannot make these arguments on your [UD-105 Answer-Unlawful Detainer](#). They must be made in a separate case.

In addition, a landlord cannot try to force you to leave outside of the court process, by doing things like locking you out, cutting off utilities, or removing doors or windows. If your landlord does these things to try to force you to leave outside of the court process, and you have provided the landlord a declaration of COVID-19-related financial distress, you may ask the court to order the landlord to pay you damages of \$1,000-\$2,500.



You may be sued for **COVID-19 rental debt**:

If you deliver the declarations of COVID-19 related financial distress to your landlord on time, you will be protected from being evicted for failure to pay rent through September 30, 2021. However, you still owe COVID-19 rental debt to your landlord.

- You cannot be sued for the COVID-19 rental debt before November 1, 2021.
- Beginning on November 1, 2021, your landlord may sue you for the debt. At that time, the landlord can choose to go to traditional civil court, or to small claims court, even for amounts that exceed the normal limits in small claims court.
- **If you owe COVID-19 rental debt, you may qualify for rental assistance, even if you have already left the property.** Based on legislation that took effect on June 28, 2021, tenants who owe COVID-19 rental debt and who have left their rental may also qualify for rental assistance.

NOTE: California has created an **emergency rental assistance program** to assist renters who, because of the COVID-19 pandemic, have been unable to pay their rent and utility bills on or after April 1, 2020. **You should apply for rental assistance for this debt, even if you have already left the property.** While not everyone will qualify for this assistance, you can apply for it regardless of your citizenship or immigration status. There is no charge to apply for or receive this assistance. Additional information about the program can be found by visiting <http://housingiskey.com> or by calling 1-833-422-4255.